EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

In re:	§	Chapter 11
KRISJENN RANCH, LLC Debtor	\$ \$ \$	Case No. 20-50805
KRISJENN RANCH, LLC and	8	
KRISJENN RANCH, LLC-SERIES	8	
UVALDE RANCH, and KRISJENN	8	
RANCH, LLC-SERIES PIPELINE	§	
ROW as successors in interest to	§	
BLACKDUCK PROPERTIES, LLC,	§	
Plaintiffs	§	
	§	
V.	§	
	<i>\$\$</i>	
DMA PROPERTIES, INC., and	§	
LONGBRANCH ENERGY, LP,	§	Adversary No. 20-05027
Defendants	§	
DMA PROPERTIES, INC	8	
Cross-Plaintiff/Third Party Plaintiff	8	
V.	8	
**	8	
KRISJENN RANCH, LLC,	<i>ᢍ ᡂ ᡂ ᡂ ᡂ ᡂ ᡂ</i>	
KRISJENN RANCH, LLC-SERIES	§	
UVALDE RANCH, and KRISJENN	§	
RANCH, LLC-SERIES PIPELINE ROW,	§	Adversary No. 20-05027
BLACK DUCK PROPERTIES, LLC,		
LARRY WRIGHT, and JOHN TERRILL	***	
Cross-Defendants/Third-Party	§	
Defendants	§	
©:		

AFFIDAVIT OF LARRY WRIGHT

BEFORE ME, the undersigned authority, personally appeared Larry Wright, the Authorized Representative of KrisJenn Ranch, LLC ("KrisJenn"), KrisJenn Ranch, LLC-Series Uvalde Ranch, KrisJenn Ranch, LLC-Series Pipeline Row (collectively the "Debtors"), who, being duly sworn, deposed as follows:

"My name is Larry Wright. I am at least 18 years of age and of sound mind. I am personally acquainted with the facts stated herein. The following information is true and correct based on my personal knowledge.

- 1. I am the Managing Member of each of the entities collectively referred to as the Debtors and am authorized to make this affidavit on their behalf and in my individual capacity.
- 2. I am the custodian of the records of the documents attached as Exhibits B-E. These records are kept by the Debtors in the regular course of business, and it was each of the Debtors' regular practice, with knowledge of the act, event, condition, opinion, or diagnosis, recorded, to make the records or to transmit information thereof to be included in such records; and the records was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.
- 3. All members of Black Duck knew that its operations would be funded by and through loans from its inception.
- 4. KrisJenn provided approximately \$5 million in loans to Black Duck in order to fund the purchase of the Pipeline and ROW. Of this amount, KrisJenn secured \$4.1 million from another lender on a short term loan. I provided Moore with notice of these loans by email.
- KrisJenn contributed these funds because SCMED, by and through Moore, claimed that it could promptly secure a buyer for the Pipeline and ROW.
- 6. SCMED was unable to locate a buyer for the Pipeline and ROW, and thereafter failed to actively participate in Black Duck.
- 7. Black Duck subsequently sold the Pipeline to TCRG East Texas Pipeline 1, LLC ("TCRG") in exchange for \$2.5 million and a 16% gross interest in the funds generated by the Pipeline.
- 8. Black Duck agreed that 20% of the estimated daily profits it received from the TCRG deal would be paid to DMA.
- 9. The daily payments were estimated to be \$48,000 and, as a result, DMA was estimated to receive \$10,000 a day after Black Duck's acquisition costs had been satisfied.
- 10. DMA and Moore contacted TCRG directly and demanded to receive 20% of TCRG's net profits, rather than 20% of the net profits received by Black Duck.
- 11. DMA and Moore repeatedly threatened TCRG with litigation and convinced its principals that Wright had lied about DMA's interest under the Pipeline Agreement. All parties to the transaction were well aware that DMA and Moore would receive the net profits interest earned by Black Duck relating to the Pipeline.
- 12. KrisJenn Ranch-Series Pipeline ROW agreed to purchase the Pipeline to avoid any potential issues with TCRG due to DMA and Moore's interference with the TCRG deal.
- 13. Black Duck never received net profits from the Pipeline because DMA and Moore messed up the TCRG deal before Black Duck generated profits on the sale of the Pipeline. Further affiant sayeth not.

Larry Wright, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on the 26th day of October, 2020 by Larry Wright.

DENIELLE ANGUIANO
Notary Public, State of Texes
Comm. Expires 02-26-2024
Notary ID 130556058

Notary Public, State of Texas